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RECORDATION NO. 24271-A FILED

FEB 19 '03

4-19 PM

SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

February 19, 2003

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed four originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Termination of Security Agreement, a secondary document, dated as of February 19, 2003. The primary document to which this is connected is recorded under Recordation No. 24271. We request that one copy of this document be recorded under Recordation No. 24271-A.

The names and addresses of the parties to the Termination of Security Agreement are:

Secured Party:

Johnstown America Corporation
17 Johns Street
Johnstown PA 15901

Debtor:

Environmental Protection & Improvement Company, Inc.
1800 Bering Drive, Suite 1000
Houston, TX 77057

A description of the equipment covered by Termination of Security Agreement consists of 41 articulated bulk container cars numbered EPIX 91450-91490, inclusive.

BALL JANIK LLP

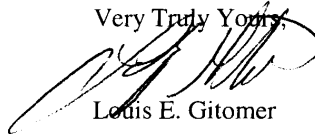
Honorable Vernon A. Williams
February 19, 2003
Page 2

A fee of \$ 30.00 is enclosed. Please return three originals to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: Termination of Security Agreement between Johnstown America Corporation, 17 Johns Street, Johnstown PA 15901, and Environmental Protection & Improvement Company, Inc., 1800 Bering Drive, Suite 1000, Houston, TX 77057, covering 41 articulated bulk container cars numbered EPIX 91450-91490, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "L. Gitomer", is written over the typed name.

Louis E. Gitomer

Enclosures

TERMINATION OF SECURITY AGREEMENT

THIS TERMINATION OF SECURITY AGREEMENT is made this 19th day of February, 2003, by and between Johnstown America Corporation("JAC"), and Environmental Protection & Improvement Company, Inc. ("DEBTOR").

WHEREAS, JAC and DEBTOR, are parties to a Railcar Security Agreement, dated as of December 26, 2002 (the "Security Agreement"); and

WHEREAS, the Security Agreement created a lien and security interest in favor of JAC in and to the railcars described on Schedule 1 attached hereto (the "Equipment"); and

WHEREAS, the Security Agreement was duly filed for recordation with the Surface Transportation Board (the "STB") pursuant to 49 U.S.C. Section 11301, on January 6, 2003, at 1:31 p.m. and given Recordation Number 24271; and

WHEREAS, JAC and DEBTOR desire to terminate and cancel the Security Agreement and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JAC and DEBTOR, intending to be legally bound, agree as follows:

1. JAC and DEBTOR hereby terminate and cancel the Security Agreement, effective as of the date this Termination of Security Agreement is filed with the STB, and JAC and DEBTOR hereby agree that no rights, duties or liabilities under the Security Agreement shall survive such termination and cancellation of the Security Agreement, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the date hereof.

2. The parties agree to record this Termination of Security Agreement with the STB so as to release any lien against the Equipment created by or arising out of the Security Agreement.

3. This Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, JAC and DEBTOR have caused this Termination of Security Agreement to be executed as of the day and year first above written.

RECORDATION NO. 24271-A FILED

FEB 19 '03

4-19 PM

SURFACE TRANSPORTATION BOARD

JOHNSTOWN AMERICA CORPORATION

By: [Signature]

Its: Vice President - Finance

ENVIRONMENTAL PROTECTION &
IMPROVEMENT COMPANY, INC.

By: _____
Its: _____

TERMINATION OF SECURITY AGREEMENT

THIS TERMINATION OF SECURITY AGREEMENT is made this ____ day of _____, 2003, by and between Johnstown America Corporation("JAC"), and Environmental Protection & Improvement Company, Inc. ("DEBTOR").

WHEREAS, JAC and DEBTOR, are parties to a Railcar Security Agreement, dated as of December 26, 2002 (the "Security Agreement"); and

WHEREAS, the Security Agreement created a lien and security interest in favor of JAC in and to the railcars described on Schedule 1 attached hereto (the "Equipment"); and

WHEREAS, the Security Agreement was duly filed for recordation with the Surface Transportation Board (the "STB") pursuant to 49 U.S.C. Section 11301, on January 6, 2003, at 1:31 p.m. and given Recordation Number 24271; and

WHEREAS, JAC and DEBTOR desire to terminate and cancel the Security Agreement and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JAC and DEBTOR, intending to be legally bound, agree as follows:

1. JAC and DEBTOR hereby terminate and cancel the Security Agreement, effective as of the date this Termination of Security Agreement is filed with the STB, and JAC and DEBTOR hereby agree that no rights, duties or liabilities under the Security Agreement shall survive such termination and cancellation of the Security Agreement, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the date hereof.

2. The parties agree to record this Termination of Security Agreement with the STB so as to release any lien against the Equipment created by or arising out of the Security Agreement.

3. This Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, JAC and DEBTOR have caused this Termination of Security Agreement to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION

By: _____
Its: _____

ENVIRONMENTAL PROTECTION &
IMPROVEMENT COMPANY, INC.

By: J. Paul Wink
Its: Vice President

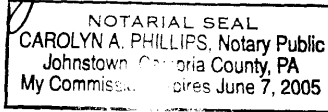
COMMONWEALTH OF PENNSYLVANIA

$$\begin{array}{l}) \\) : SS \\) \end{array}$$

On this 14th day of January 2003, before me personally appeared Glen T. Karan, to me personally known, who being duly sworn, says that he is a VP, Finance of JOHNSTOWN AMERICA CORPORATION, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James A. Kelly
Notary Public

[NOTARIAL/SEAL]



My Commission Expires:

[illegible]

On this ____ day of _____, 2003, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of ENVIRONMENTAL PROTECTION & IMPROVEMENT COMPANY, INC., a New Jersey corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF ILLINOIS)
): SS
COUNTY OF COOK)

On this _____ day of _____ 2003, before me personally appeared _____, to me personally known, who being duly sworn, says that he is a _____ of JOHNSTOWN AMERICA CORPORATION, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

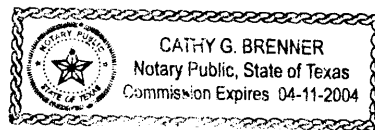
STATE OF TEXAS)
): SS
COUNTY OF HARRIS)

On this 13th day of January, 2003, before me personally appeared J. Paul Withrow, to me personally known, who being by me duly sworn, says that he is a Vice President of ENVIRONMENTAL PROTECTION & IMPROVEMENT COMPANY, INC., a New Jersey corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cathy G. Brenner
Notary Public

[NOTARIAL SEAL]

My Commission expires: April 11, 2004



SCHEDULE 1
TO TERMINATION OF SECURITY AGREEMENT

41 articulated bulk container railcars marked EPIX 91450 - EPIX 91490 (both inclusive)